

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

UNLIMITED PREPAID, INC., a
Tennessee corporation,

Plaintiff,

vs.

AIRVOICE WIRELESS EXPRESS,
LLC, a Michigan limited liability
company; AIR VOICE WIRELESS,
LLC, a Michigan limited liability
company,

Defendants.

NO:2:17-CV-01409-SJO(JPRx)

HON. S. JAMES OTERO

[PROPOSED] JUDGMENT

Law Offices
LEWITT, HACKMAN, SHAPIRO,
MARSHALL & HARLAN
a law corporation

1
2 WHEREAS, on May 10, 2017 the Court ordered Plaintiff Unlimited Prepaid,
3 Inc. (“UPI”) and Defendant Air Voice Wireless, LLC (“Air Voice”) to mediate and
4 arbitrate their dispute according to an arbitration clause in a written agreement
5 between the parties (*see* Order Compelling Arbitration, ECF No. 30);

6 WHEREAS, on September 6, 2018, the panel overseeing this arbitration
7 issued its final award (“Final Award”) in favor of Air Voice, and awarded Air
8 Voice its reasonable attorney’s fees and costs, for a total amount of \$796,056
9 (“Award Amount”);

10 WHEREAS, Air Voice attempted to confirm and collect the Award Amount
11 from UPI, and had to bring a motion to confirm the Final Award (“Motion”) after
12 UPI failed to comply with the terms of the Final Award; and

13 WHEREAS, on October 26, 2018, this Court issued an Order Granting
14 Defendant’s Motion to Confirm Arbitration Award (“Order”), which confirms the
15 Final Award to Air Voice, grants Air Voice a 10% pre- and post-judgment interest
16 rate on the Award Amount when calculating the amount that UPI owes Air Voice,
17 and grants Air Voice’s attorney’s fees in connection with bringing the Motion.
18 (*See* Order Granting Motion to Confirm, ECF No. 45.)

19 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

20 1. In accordance with the terms of the Order, which is attached to this
21 Judgment as **Exhibit A**, and the Final Award, which is attached to this Judgment
22 as **Exhibit B**, Air Voice is awarded a monetary judgment against UPI in the Award
23 Amount of Seven Hundred Ninety-Six Thousand Fifty-Six dollars (\$796,056),
24 which is expressly made a judgment of this Court, from which execution shall
25 issue, if necessary.

26 2. Because UPI delayed paying the Award Amount to Air Voice, UPI
27 shall also pay to Air Voice pre-judgment interest on the Award Amount at the
28 simple rate of ten percent (10%) per annum, from the date of entry of the Final

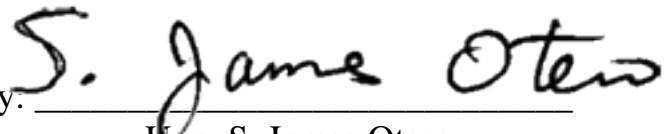
1 Award (September 6, 2018) to the date of entry of Judgment (October 31, 2018),
2 totaling Eleven Thousand Nine Hundred Ninety-Five dollars and Thirty-Six cents
3 (\$11,995.36).

4 3. UPI shall pay to Air Voice the attorney's fees Air Voice incurred in
5 connection with bringing the Motion, totaling Four Thousand Seven Hundred Fifty
6 dollars (\$4,750), for a total money judgment against UPI in the amount of **Eight**
7 **Hundred Twelve Thousand Eight Hundred One dollars and Thirty-Six cents**
8 **(\$812,801.36).**

9 4. UPI shall pay to Air Voice post-judgment interest on the total of the
10 Award Amount, applicable pre-judgment interest thereon, and attorney's fees Air
11 Voice incurred in connection with bringing the Motion, at the simple rate of ten
12 percent (10%) per annum, or Two Hundred Twenty-Two dollars and Sixty-Eight
13 cents (\$222.68) per day, beginning the date after entry of this Judgment
14 (November 1, 2018) to the date of full and final payment hereunder.

15 5. This constitutes final judgment in the above-entitled action.

16
17 DATED: November 16, 2018

By: 
Hon. S. James Otero
United States District Court